

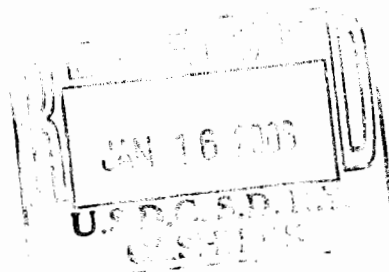
JUDGE BUCHWALD

08 CV 00426

Martin F. Casey (MFC -1415)
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o EGYPTIAN
PROCUREMENT OFFICE



08 Civ.

Plaintiff,

- against -

COMPLAINT

AMERICAN ROLL-ON ROLL-OFF
CARRIER, LLC

Defendant.
-----X

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
2. Plaintiff, Indemnity Insurance Company of North America, is a corporation with a place of business located at 140 Broadway, New York, New York 10017, and is the cargo insurer for the Egyptian Procurement Office - the cargo receiver and/or consignee of the consignment of machinery laden on board the M/V RESOLVE, as more fully described below.
3. Defendant, AMERICAN ROLL-ON ROLL-OFF CARRIER, LLC, (hereinafter "ARRC") is a corporation with a place of business located at One Maynard Drive, Park Ridge,

New Jersey 07656, was and still is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier by water.

4. On and about December 30, 2006, a consignment consisting of 5 boats on trailers, then being in good order and condition, was delivered to defendant ARRC and the M/V Resolve at the port of Houston, Texas for transportation to Alexandria, Egypt in consideration of an agreed freight pursuant to ARRC bill of lading no. US552429 dated December 30, 2006.

5. On and about December 30, 2006, a consignment consisting of 7 radar trailers and 4 packages support equipment, then being in good order and condition, was delivered to defendant ARRC and the M/V Resolve at the port of Houston, Texas for transportation to Alexandria, Egypt in consideration of an agreed freight pursuant to ARRC bill of lading no. US552451 dated December 30, 2006.

6. Thereafter, the aforementioned consignments were loaded aboard the M/V Resolve, ARRC issued its bills of lading and the vessel sailed for Alexandria, Egypt.

7. On or about January 19, 2007 the vessel arrived in Alexandria and the aforementioned consignments were discharged from the M/V Resolve.

8. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendant.

9. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$70,000.00, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

10. Upon notification of the loss, the Egyptian Procurement Office filed an insurance claim with plaintiff. After investigation of the loss, plaintiff paid out under its policy to its

assured and was assigned the right to pursue a subrogation recovery against the responsible carrier.

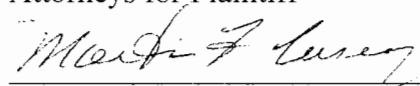
WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action and
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
January 14, 2008
115-898

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By:



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